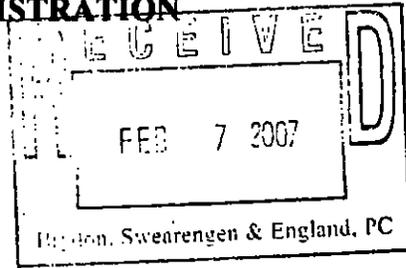


**BEFORE THE STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS**



STATE BOARD OF REGISTRATION )  
FOR THE HEALING ARTS, )  
 )  
Board, )  
 )  
v. )  
 )  
JEFFREY D. MARTIN, P.A. )  
 )  
Licensee. )

No. 2004-000108  
(Automatic Revocation)

**SETTLEMENT AGREEMENT**

Jeffrey D. Martin, P.A., ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a physician assistant will be subject to automatic revocation. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §334.103, RSMo 2000.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by the members of the Board after a hearing. Having been advised of these rights provided Licensee by operation of law; Licensee knowingly and voluntarily waives each and every one of these rights and

freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. The Board hereby agrees to move for dismissal, with prejudice, of its action before the Administrative Hearing Commission in *State Board of Registration for the Healing Arts v. Jeffrey D. Martin, P.A.*, Case Number 05-0914 HA.

3. The parties stipulate and agree that the order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

4. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

**Joint Findings of Fact**

1. The State Board of Registration for the Healing Arts ("Board") is an agency of the State of Missouri created and established pursuant to §334.120, RSMo, and is responsible for executing and enforcing the provisions of chapter 334, RSMo.

2. Licensee is licensed by the Board as a physician assistant, License Number PYA2002025636. Licensee's license is, and was at all relevant times herein, current and active.

3. At all times relevant herein, Licensee practiced as a physician assistant at Hartville Medical Clinic, Hartville, Missouri ("Clinic").

4. On or about October 17, 2006, in the Circuit Court of Wright County, Missouri, in the case styled *State of Missouri v. Jeffrey Martin*, case number 44R060500151, Licensee entered a plea of guilty to three felony counts of deviate sexual assault, in violation of Section 566.070, RSMo.

#### **Joint Conclusions of Law**

5. Pursuant to Section 566.070, RSMo, 2000, the crime of Deviate Sexual Assault is a felony.

6. Pursuant to Section 566.070, RSMo, 2000, a person commits the crime of Deviate Sexual Assault if he "has deviate sexual intercourse with another person knowing that he does so without that person's consent."

7. Deviate Sexual Assault is a crime that reasonably relates to the qualifications, functions and duties of a physician assistant.

8. Deviate Sexual Assault is a crime containing an essential element of violence.

9. Deviate Sexual Assault is a crime involving moral turpitude.

10. Cause exists for the Board to take disciplinary action against Licensee's license

pursuant to Section 334.103.1 RSMo Supp. 2006, which states, in pertinent part:

1. A license issued under this chapter by the Missouri State Board of Registration for the Healing Arts shall be automatically revoked at such time as the final trial proceedings are concluded whereby a licensee has been adjudicated and found guilty, or has entered a plea of guilty or nolo contendere, in a felony criminal prosecution under the laws of the state of Missouri, the laws of any other state, or the laws of the United States of America for any offense reasonably related to the qualifications, functions or duties of their profession, or for any felony offense, an essential element of which is fraud, dishonesty or an act of violence, or for any felony offense involving moral turpitude, whether or not sentence is imposed, or, upon the final and unconditional revocation of the license to practice their profession in another state or territory upon grounds for which revocation is authorized in this state following a review of the record of the proceedings and upon a formal motion of the state board of registration for the healing arts. The license of any such licensee shall be automatically reinstated if the conviction or the revocation is ultimately set aside upon final appeal in any court of competent jurisdiction.

\* \* \* \*

## II.

### **Joint Agreed Order**

Based on the foregoing, and contingent upon the dismissal of the Board's Complaint as previously described on page two, paragraph two of this agreement, the parties mutually agree and stipulate that the following shall constitute the order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621.110, RSMo 1994. This agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The physician assistant license, No. PYA2002025636, issued to Licensee is hereby REVOKED.

2. Licensee shall immediately return all indicia of Missouri physician assistant licensure to the Board, including but not limited to, his wall-hanging license and pocket card.

3. Licensee may not reapply for licensure as a physician assistant in this state for a period of seven (7) years.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC §1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, of from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Jeffrey D. Martin 2/8/07  
Jeffrey D. Martin, P.A. Date

Tina Steinman 3/7/07  
Tina Steinman Date  
Executive Director  
State Board of Registration for the  
Healing Arts

BRYDON, SWEARENGEN  
& ENGLAND, P.C.

JEREMIAH W. (JAY) NIXON  
Attorney General

Johnny K. Richardson 2/14/07  
Johnny K. Richardson Date  
Attorney at Law  
Missouri Bar No. 28744

William E. Roberts  
William E. Roberts Date  
Assistant Attorney General  
Missouri Bar No. 56718

312 E. Capitol Ave.  
P.O. Box 456  
Jefferson City, MO 65102-0456  
Telephone: 573-635-7166  
Telefax: 573-635-3847  
Email: johnnyr@brydonlaw.com

7th Floor, Broadway State Office Bldg.  
221 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-4087  
Telefax: 573-751-5660  
Email: william.roberts@ago.mo.gov

ATTORNEY FOR LICENSEE

ATTORNEYS FOR BOARD